



PACIFIC AIR FORCES  
ALTERNATIVE DISPUTE RESOLUTION  
PLAN  
23 November 2004

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# ***PACIFIC AIR FORCES (PACAF)***

## ***Alternative Dispute Resolution (ADR) Plan for Workplace Disputes***

### **I. INTRODUCTION**

In passing the Administrative Dispute Resolution Act of 1996 (ADRA of 1996), Congress recognized that agency dispute resolution proceedings had become increasingly formal, costly, and lengthy resulting in unnecessary expenditures of time and a decreased likelihood of achieving consensual resolution of disputes. It also found that ADR procedures yield decisions that are faster, less expensive and less contentious than traditional agency dispute resolution proceedings, and that ADR can lead to more creative, efficient, and sensible outcomes. In practice, ADR has proven highly effective in resolving a wide variety of conflicts.

Air Force Policy Directive (AFPD) 51-12, *Alternative Dispute Resolution*, implements the ADRA of 1996 and establishes a program to comply with and implement mandates to foster ADR in a manner that minimizes unnecessary duplication of effort within the Air Force. AFI 51-1201, *Alternative Dispute Resolution in Workplace Disputes*, prescribes the Air Force program and procedures for resolving disputes. It assigns responsibility for carrying out the program at various levels within the Air Force. The instruction also requires major commands and installations to develop and implement ADR plans. This plan formally establishes the PACAF ADR Program and provides implementing guidelines for installation programs and operational plans.

### **II. MISSION, GOAL AND VISION**

**MISSION:** To (1) enhance the frequency of use and efficiency of workplace dispute resolution throughout the command; (2) make ADR an indispensable part of our command dispute resolution philosophy; (3) match ADR needs with appropriate resources and translate dispute resolution knowledge and skills into practical application.

**GOAL:** Our ultimate goal is to implement and institutionalize a flexible command-wide ADR approach that provides a framework for the development of installation-level dispute resolution processes serving the "total force," with an aim towards ensuring program continuity, increased ADR utilization, and effective program oversight.

**VISION:** To promote the use of ADR to the maximum extent practicable and appropriate to resolve workplace disputes at the earliest stage possible, by the fastest and least expensive methods available at the lowest organizational level.

### **III. SCOPE**

The scope of this plan provides for voluntary ADR of workplace disputes that arise in any context and involve PACAF military or civilian personnel, including both Appropriated Fund and Non-Appropriated Fund (NAF) civilian employees. To the extent permissible by in-country regulations and agreements, this plan will apply to local national employees. Installation ADR Champions will explore applicability and options. ADR techniques should be available to assist in resolving matters raised within equal employment opportunity (EEO), Merit Systems

Protection Board (MSPB), negotiated grievance procedure (NGP), administrative grievance procedure (AGP), unfair labor practice (ULP) charges, and any other potential source of workplace disputes. **NOTE:** Military personnel disputes appropriate for resolution through the ADR process shall be screened in accordance with applicable Air Force Instructions. For Military Equal Opportunity and Treatment Program (MEO) cases, see AFI 36-2706, Chapter 4, Section 4B. ADR is not intended as a substitute for appropriate action under the Uniform Code of Military Justice (UCMJ). Specifically, ADR shall not be used to address misconduct by military members that may be actionable under the UCMJ.

#### **IV. ADR PROGRAM STRUCTURE**

##### **A. HQ USAF**

AFPD 51-12, *Alternative Dispute Resolution*, establishes the Air Force ADR policy and program infrastructure. The AFI 51-1201, promulgated pursuant to the AFPD, sets forth the Air Force vision for employing ADR in a wide variety of contexts, including workplace disputes, contracts, and environmental issues. Consistent with the AFPD, the organizations below have the following responsibilities:

##### **1. SAF/GCD**

The Office of the General Counsel has overarching responsibility for coordinating and assisting in the development of component (i.e., Acquisition, Environmental, and Workplace) ADR plans and is responsible for establishing and implementing Air Force ADR policy, guidance, and regulations. SAF/GCD secures funding in the Air Force Program Objective Memorandum (POM), and uses these corporate funds to provide for ADR-related training, travel, and services. SAF/GCD works closely with MAJCOM and installation-level functional offices to match ADR training, implementation, and guidance needs with existing Air Force resources.

##### **2. AF/DP**

Since the majority of workplace disputes are governed by personnel laws, regulations, instructions, policies, and procedures impacting the civilian workforce, the Deputy Chief of Staff for Personnel is the Air Force Workplace Dispute ADR Champion. AF/DPFCL serves as the point of contact for matters concerning Air Force ADR policy, guidance, and regulations as it pertains to workplace disputes.

##### **B. HQ PACAF/DP and JA**

PACAF/DP is designated as Office of Primary Responsibility (OPR) for ADR programs/processes and is the command ADR Champion. PACAF/JA is designated as Office of Collateral Responsibility (OCR), and serves as primary legal advisor to the command ADR Champion. The ADR Champion is responsible for developing and implementing the command ADR plan, ensuring the development of each PACAF installation's individual plan, providing oversight of the command ADR program, assisting Installation ADR Champions with securing program funding and training, and annually assessing progress through the annual collection of reporting data from the installations. The ADR Champion will determine training sources and coordinate with SAF/GCD, the MAJCOM Civilian Personnel Training Manager, and the MAJCOM Equal Opportunity Programs Manager to ensure training requirements and resources are identified. This includes adding ADR requirements to the annual civilian Education & Training budget.

## **V. THE PACAF ADR PLAN FOR WORKPLACE DISPUTES**

### **A. Installations**

#### **1. Installation Commanders**

a. The Installation Commander (IC), or designee, provides overall direction in the execution of the ADR program, appoints a single ADR Champion to develop/implement an installation-level workplace dispute ADR plan which adheres to the PACAF ADR plan, and promotes the use of ADR through annual policy statements. The IC ensures that ADR activity is coordinated across functional lines (i.e., CPF, EEO, MEO, SJA, and NAF Human Resources Office (HRO)) to avoid unnecessary duplication of effort, and takes steps to inform installation personnel about the ADR program. Prior to implementation, the installation-level plan will be coordinated with the functions identified above, and local union bargaining obligations met. To maintain the viability of ADR activities at the local level, IC's must also ensure that adequate training resources are available to develop and maintain the proficiency of collateral-duty mediators and ADR program administrators.

b. For the purposes of AFI 51-1201, para, 11., the "installation commander" is defined as, "the commander exercising delegated appointing over civilian personnel located on an installation." In PACAF, this is the commander of the wing that operates and maintains the base (whether an operational or air base wing).

#### **2. ADR Champion**

##### **a. Selection by IC**

While use of ADR techniques by disputants is voluntary, commanders must be strong advocates in order for ADR to succeed. ICs must place special emphasis on selection of their ADR Champion, and this person must be of sufficient grade or rank to effectively carry out the duties associated with program administration. Ideally, this is GS-11 and above (or equivalent), or in the absence of a qualified civilian, a field grade officer. To ensure that the ADR Champion will be viewed as the most trusted, respected, objective, and fair neutral party by all segments of the workforce, ICs shall solicit input from key stakeholders. The utmost care must be exercised to ensure a perception of even-handed application of ADR for the benefit of both personnel and management. ICs should consider the type, amount, and diversity of workplace disputes when appointing an ADR Champion. **Note:** If the ADR Champion is a civilian employee, the CPF will ensure this duty is annotated as an addendum to the person's Core Personnel Document (CPD).

##### **b. Role and Responsibilities**

The ADR Champion is the single point of contact for all workplace dispute ADR program activity at the installation. AFI 51-120, para, 12., outlines the ADR Champion's duties and include (but are not be limited to) providing program oversight and implementation, projecting annual funding and resource requirements (including mediator training), conducting awareness training and program marketing, recruiting and recommending trusted neutrals as mediators, and appointing ADR Functional Area Managers (FAMs).

### **3. Functional Area Managers (FAMs)**

Per AFI 51-1201, para, 13., the ADR Champion may appoint FAMs from within organizations with functional responsibility for workplace disputes to assist in administering the installation ADR program based on the level of ADR activity. FAMs are not mandatory. Their appointment and role should be driven by dispute workload and structure of the installation ADR program. NOTE: NAF HROs may voluntarily participate in the installation ADR program.

### **4. Staff Judge Advocate (SJA)**

The installation SJA is a critical component in the ADR program, and provides legal advice and guidance to the commander and ADR Champion as outlined in AFI 51-1201, para, 14. Duties include advising on the suitability of disputes to be handled through ADR, confidentiality issues and union participation, representing management in ADR proceedings, coordinating settlement agreements, and assisting the ADR Champion in providing ADR awareness training to management and employees.

### **5. Civilian Personnel Flight (CPF)**

The CPF assists the ADR Champion in developing and implementing ADR in non-EEO workplace disputes. As the central focal point for MSPB appeals, negotiated/administrative grievance procedures and ULP charges, the CPF works with the ADR Champion, SJA, functional organizations and unions (where applicable in PACAF) to ensure full integration of ADR into dispute resolution activities. The CPF also provides technical support to neutrals and agency representatives during ADR proceedings, and reviews EEO complaint settlement agreements for compliance with applicable rules, regulations, and policies.

### **6. Equal Employment Opportunity (EEO) Manager**

The installation EEO Manager serves as the primary point of contact for disputes involving alleged discrimination and sexual harassment, oversees the use of ADR in resolving EEO complaints in accordance with Equal Employment Opportunity Commission (EEOC) directives, and assists the ADR Champion in developing and implementing the installation ADR plan. IAW EEOC regulations (29 C.F.R. 1614), every PACAF installation ADR plan must encompass EEO informal and formal complaints. The EEO Manager also provides technical support to neutrals and agency representatives during ADR proceedings, and reviews EEO complaint settlement agreements for compliance with applicable rules, regulations, and policies. The Air Force has deployed the new EEONet web-based computer system/database to standardize EEO forms, ADR processes, and facilitate discrimination complaint reporting requirements through Air Force to the EEOC. The EEO Manager will ensure this data is kept accurate and up-to-date at all times.

### **7. Military Equal Opportunity (MEO)**

The MEO staff will assist the ADR Champion and other key functional elements (CPF, SJA, etc.) in establishing and maintaining a total-force approach to ADR. Per AFI 36-2706, Section 4B, ADR may be used to resolve informal MEO complaints. Facilitation is the ADR technique authorized for use in resolving MEO complaints, and should be conducted by an MEO staff member trained in facilitation/mediation. However, if no trained MEO staff member is available to conduct an MEO complaint facilitation, the Chief of MEO or Superintendent may coordinate with the ADR Champion to identify a suitable substitute from within the cadre of trained mediators who may be available. Further, there is no inherent restriction prohibiting qualified MEO staff members from conducting ADR activities in support of the installation ADR

plan to resolve non-MEO workplace disputes. This is encouraged in order to maintain the MEO staff's skills and to help build experience.

#### **8. Labor-Management Partnership**

Local unions are essential stakeholders, whose participation and support for using ADR to resolve workplace disputes, including employee grievances and unfair labor practices, are essential to ADR program success. At PACAF bases with bargaining units, the ADR Champion should work cooperatively with union representatives to advocate the use of ADR and improve the effectiveness of the installation ADR program.

#### **9. Appointment of Mediators**

a. The ADR Champion will recruit and maintain a pool of qualified individuals to serve as workplace dispute mediators for the installation on a collateral duty basis. The ADR Champion shall select individuals that are trusted, respected, objective, and fair neutrals to serve as mediators. In addition, the Air Force Mediation Compendium outlines standards that Air Force mediators and case intake officials must maintain when providing mediation services. These are self-determination, impartiality, conflict of interest, confidentiality, and quality of the process. Union input into the selection of persons to be trained as mediators is strongly encouraged. However, unions should not be involved in deciding who will mediate any particular case.

b. Individuals selected as mediators should possess a special blend of experience, personality traits and skills to ensure their effectiveness. In order to remain effective following initial training, mediators need to employ their newly developed skills on a regular basis. ADR Champions should therefore appoint the number of mediators necessary to ensure that each has an opportunity to serve at least once per quarter, and preferably more often. Furthermore, mediators are required by EEOC regulations to obtain eight hours of refresher training at least every 12 months in order to remain current and effective.

c. The use of qualified mediators from non-Air Force, other federal agency, or private sector sources is authorized, and may be appropriate at installations where a low level of mediation activity offsets the need to maintain a pool of internal mediators. Also, there is no prohibition against using qualified military mediators in civilian disputes or vice versa.

#### **10. Special Provisions for the Korean Peninsula and Alaska**

In the interests of maintaining flexibility, capturing efficiencies, and eliminating unnecessary redundancy, PACAF installations in Korea and Alaska may devise a collaborative ADR approach that meets both the spirit and intent of AFI 51-1201, and their needs in terms of geographic location and historical/projected ADR activity. For example, the IC at Kunsan may negotiate with the IC at Osan to appoint one ADR Champion to centrally manage both installation ADR programs and use FAMs to assist in administering local ADR activity in lieu of appointing two separate ADR Champions. This could also be an acceptable option for Elmendorf and Eielson.

#### **B. ADR Case Selection Criteria**

The ADRA of 1996 and AFI 51-1201, para, 21, identify disputes that are appropriate/eligible for ADR and outline certain situations or conditions which would typically preclude the use of ADR. ADR Champions and other dispute management offices will follow



these guidelines when advising employees and managers on the proper vehicle for resolving their complaints.

### **C. ADR Program Education and Training**

#### **1. Awareness Education**

The PACAF ADR Champion will work through SAF/GCD to secure resources (if available) and assist installation ADR Champions in providing ADR awareness education. Such ADR awareness education should be provided to commanders, supervisors, managers, other military and civilian personnel, and union officials. The purpose is to increase overall understanding and acceptance of the ADR process and when its use is appropriate, rather than providing specific skills training for individuals to actually perform as workplace dispute mediators. At a minimum, ADR awareness education will help attendees understand:

- a. What ADR is and how it can assist them in resolving disputes in a consensual, non-adversarial manner;
- b. The potential of ADR to resolve the issues underlying a dispute;
- c. The potential of ADR to achieve time and cost savings by providing conflict management tools necessary to resolve disputes at the earliest possible time; and,
- d. That not all disputes are appropriate for resolution through ADR.

#### **2. Mediator Skills Training**

a. As a general rule, only those individuals appointed by the ADR Champion to be mediators at each installation should receive mediator skills training. On a case-by-case basis, others may be nominated to receive such specific mediator skills training in order to enhance their contribution to the workplace dispute ADR program.

b. Mediator skills training is normally centrally funded by SAF/GCD. The installation ADR Champion will secure written approval and commitment from the supervisor of all nominees that if selected as mediators they will:

(1) Attend the 32 hour basic mediation training that is consistent with the guidance provided in the Air Force Mediation Compendium.

(2) Strive to maintain and improve mediation skills, by activities such as keeping abreast of new developments by reading newsletters, journals, web sites, etc., or attending locally available or MAJCOM-sponsored training events.

(3) Attend regular mediator training meetings scheduled by the ADR Champion that will provide training on topics such as improving communication skills; mediator ethics; various complaint systems; terms of labor-management collective bargaining agreements; interest-based bargaining techniques; role-playing; improving parts of mediation (e.g., opening statements; what to listen for in parties' statements; moving to caucus; identifying impasses; overview of personnel policies and procedures, and points of contact, etc.).

(4) Where mediator training meeting the standards of the AF ADR program is available at no cost, or when SAF/GCD is unable to support central funding, installations may locally obtain and fund such training without prior approval of SAF/GCD. Mediators are encouraged to attend the Civilian Personnel School Advanced Mediation Course or Defense Equal Opportunity Management Institute (DEOMI) Mediation Course.

#### **D. Settlement Agreements**

1. PACAF policy strongly encourages the formation of settlement agreements arrived at through the use of ADR techniques. Not all workplace issues or problems become workplace "disputes." Similarly, settlement agreements involving workplace issues *may* be simple oral understandings (a "handshake"). However, if an individual has invoked a formal workplace dispute process (e.g., filed an EEO informal complaint, filed an informal grievance under the Agency Administrative Grievance Procedure, etc.), the settlement agreement must be in writing and signed by the parties involved.

2. In order to ensure that such written settlement agreements are legally valid, enforceable, and do not conflict with any regulatory requirements or provisions of a collective bargaining agreement, each written settlement agreement should be reviewed by SJA and CPF (and HRO if applicable). SJA review is for legal sufficiency and the CPF/HRO review is to ensure compliance with applicable personnel rules, policies, regulations/instructions, and collective bargaining agreements. (Note: Management officials are also responsible for ensuring compliance with collective bargaining agreements). Final technical reviews will only address the technical acceptability of the provisions and do not provide the opportunity to judge the wisdom, quality or value of the settlement agreement. CPF coordination with the Air Force Personnel Center (AFPC) may also be necessary if a settlement concerns a specific action for which AFPC is responsible. Caution should be exercised in coordinating agreements long distance to protect the confidentiality of the involved parties and to safeguard documents. SJA, CPF, HRO, and (if applicable) union review/coordination should normally occur before the conclusion of the ADR process, (i.e. before a settlement agreement is actually signed by the parties to avoid any potential compliance problems), but not later than five workdays following the ADR process.

#### **E. ADR Program Assessment**

##### **1. Program Metrics**

To ensure that the ADR Program goals are clearly defined and accurately measured, the PACAF ADR Champion will utilize the following metrics to quantify and evaluate program performance. Data and metrics are gathered to conduct such assessments and to assist in resource allocation planning, and shall not be used to compare individual installation ADR programs. This data is captured in EEONET-Web and then reported annually through higher headquarters to the Office of Personnel Management and the EEOC.

##### **(a) ADR Attempt Rates**

Analyzes each installation's performance relative to the previous year. The desired trend is to increase attempt rates until ADR is attempted in approximately all disputes where appropriate. These rates should increase as the program matures.

**(b) ADR Resolution Rates**

Analyzes the number of disputes resolved through ADR. This percentage should increase over time. The Air Force goal is 70%.

**(c) Timeliness of ADR Resolutions**

Monitors the timeliness of ADR cases from start to finish. The PACAF goal is for 80% of ADR cases to be completed within 45 calendar days or less. The ADR Champion will brief the SJA and CPF whenever case processing falls below the desired 80% completion rate and work to identify possible causes. The ADR Champion, SJA and CPF will review ADR cases monthly or as required when the 80% goal is not being met.

**(d) Quality Assurance**

Measures customer satisfaction regarding the provision of ADR services to ensure quality of the services provided and the competence of the mediators providing those services.

**2. Program Quality and Evaluation**

a. The installation-level ADR Champions will ensure the parties to each ADR proceeding complete an ADR evaluation form (see attached sample) and provide it to the mediator in a sealed envelope. The ADR Champion will collect, review, and summarize these evaluations of the mediators and will use this information to ensure the quality of the services provided by ADR mediators remain high.

b. Unless otherwise provided for by local agreement, any complaints or problems with a specific mediator should be directed to the installation ADR Champion for appropriate review and action. Normally, mediator listings are maintained by SAF/GCD and PACAF/DP for use by the field. Any complaints or problems with an outside third-party neutral under contract with the Air Force should be directed through the installation and PACAF ADR Champions to SAF/GCD for appropriate review and action.

c. Mediators will also provide feedback on the ADR process to the ADR Champion using the attached sample mediator's survey form.

**VI. APPENDICES**

**Appendix 1. Installation Plan Roll-out and Implementation.** The following identifies key actions that serve as a guide for installation program implementation:

1. IC appoints Installation ADR Champion (identified to HQ PACAF/DP and JA).
2. IC issues memorandum introducing the program, emphasizing its importance, promoting its use, and identifying resources available.
3. Installation ADR Champion follows guidelines in AFI 51-2101 and PACAF ADR Plan to develop local ADR Plan, including identifying required operational resources to the IC.
4. Installation ADR Champion appoints mediators, Functional Area Managers (FAMs) and secures training.

5. Installation ADR Champion incorporates ADR awareness training into local professional development, such as supervisory and new employee training/orientation.
6. Installation ADR Champion processes appropriate workplace dispute cases through the program and maintains appropriate records/documentation.
7. Installation ADR Champion conducts recurring program assessment (e.g., fiscal year-end review/reports).

## **Appendix 2. ADR Resources**

<http://www.adr.af.mil>

<http://www.adr.af.mil/compendium/>

**SAMPLE ADR CHAMPION APPOINTMENT LETTER**

Date

MEMORANDUM FOR

FROM: 123 ABW/CC

SUBJECT: Appointment as ADR Champion, \_\_\_\_\_ AFB

1. In accordance with AFI 51-1201, Alternative Dispute Resolution in Workplace Disputes, paragraph 11.2, you are hereby appointed ADR Champion at \_\_\_\_\_ AFB \_\_\_\_\_. This appointment shall be effective until withdrawn in writing or superseded.
2. As ADR Champion, you will exercise the functions and responsibilities set forth in AFI 51-1201, paragraph 12 with respect to workplace disputes occurring at \_\_\_\_\_ AFB or otherwise under the appointing authority or administrative jurisdiction of the 123 ABW/CC, \_\_\_\_\_ AFB.
3. [If applicable] 123 ABW/CC Ltr, (date), same subject, is hereby superseded.

XXXXXXXXXXXXX  
Colonel, USAF  
Commander

cc:

SAF/GCD

PACAF/DP

123 ABW/DPC

123 ABW/CCD

123 ABW/SJA

**SAMPLE COLLATERAL DUTY MEDIATOR  
APPOINTMENT LETTER**

Date

MEMORANDUM FOR

FROM: 123 ABW/CC

SUBJECT: Appointment as Collateral-Duty Mediator, \_\_\_\_\_ AFB

1. In accordance with AFI 51-1201, *Alternative Dispute Resolution in Workplace Disputes*, paragraph 22.3, you are hereby appointed to serve as a collateral-duty mediator at \_\_\_\_\_ AFB, for a period no less than 24 months [12 months if overseas base] from the date of this letter, unless sooner relieved, in writing, by proper authority.
2. Mediation duties shall occupy no more than 20 percent of your official duty time. Specific case assignments will be made by the ADR Champion for \_\_\_\_\_ AFB.

XXXXXXXXXXXX  
Colonel, USAF  
Commander [or designee]

cc:  
ADR Champion  
PACAF/DP  
123 ABW/DPC  
123 ABW/CCD  
123 ABW/SJA

## SAMPLE ADR CUSTOMER EVALUATION FORM

<b>Date Parties Agreed to Use ADR:</b> _____ <b>Date ADR Completed:</b> _____ <b>Total Hours to Complete Mediation:</b> _____	<b>ADR Number (if any):</b> _____ <b>Neutral:</b> _____
---	--

1. What was your role in the case? ( ) **Employee** ( ) **Union** ( ) **Agency** ( ) **Other (please specify)** \_\_\_\_\_
2. How would you compare the amount of time taken to resolve this case using the ADR process compared with what you believe would have been required if a formal dispute resolution had been used to resolve this dispute? ADR was:
- ( ) **Significantly faster** ( ) **Somewhat faster** ( ) **Same amount of time** ( ) **Somewhat slower** ( ) **Significantly slower**
3. **ADR PROCESS** - The following questions concern your experience with the ADR Process. Please tell us how satisfied you were with each of the following features of the process. (For each feature, check the column corresponding to your opinion)

<i>Feature</i>	<b>Very Satisfied</b>	<b>Satisfied</b>	<b>Neutral</b>	<b>Dissatisfied</b>	<b>Very Dissatisfied</b>
1. Amount of information you received about the process.					
2. Amount of control you had over the process.					
3. Opportunity to present your side of the dispute.					
4. Fairness of the process.					
5. Overall outcome of the process.					
6. Speed with which the dispute was resolved.					
7. Outcome of the process compared to what you expected it to be before it took place.					
8. Overall, how satisfied were you with the ADR process?					

4. **Mediator/Facilitator:** Please take a moment to evaluate your mediator/facilitator using the following chart.

	<b>Excellent</b>	<b>Good</b>	<b>Average</b>	<b>Fair</b>	<b>Poor</b>
1. <b>Neutrality</b> (Did the mediator/facilitator have the appearance of impartiality, without favoritism or bias?)					
2. <b>Communication</b> (How well did the mediator/facilitator facilitate communication between the parties?)					
3. <b>Managing the ADR Process</b> (Did the mediator/facilitator effectively handle conflicts, suggest movement ideas, propose problem-solving solutions?)					
4. <b>Patience</b> (Did the mediator/facilitator devote the necessary time and attention to the parties to keep the process moving without appearing to rush or be in a hurry to complete the process?)					
5. <b>Expertise</b> (Did the mediator/facilitator demonstrate the necessary expertise to mediate this type of dispute?)					
6. <b>Facilitative Abilities</b> (Did the mediator/facilitator ask relevant questions to seek out pertinent information and keep the process moving forward?)					
7. <b>Overall Ability of the Mediator/Facilitator in General</b>					

5. Outcome of the Mediation (Please check one): ( ) **Full Settlement** ( ) **Partial Settlement** ( ) **Did not Settle**

If settlement was not reached, what were the reasons? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

6. Would you recommend this process to others? ( ) **Yes** ( ) **No**
7. Would you recommend this mediator/facilitator for future mediations? ( ) **Yes** ( ) **No**

Comments: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

## [Your Base] ADR Mediator's Survey Form

**INSTRUCTIONS:** Please complete this form upon closing your case. Mail completed form to the [Your Base] ADR Office, [Organization Name and Address] or fax to [Fax number].

1. Case Number:

2. Parties: \_\_\_\_\_  
 Complainant Respondent  
 \_\_\_\_\_  
 Representative/Union Steward

3. Date and location of mediation: \_\_\_\_\_

4. Type of dispute:

5. Outcome:
- |         |                    |             |
|---------|--------------------|-------------|
| Settled | Partial settlement | Not settled |
|---------|--------------------|-------------|

6. Number of hours spent mediating \_\_\_\_\_

7. If the case was not settled, please indicate why you believe this occurred?

8. Was mediation appropriate for this case? Yes \_\_\_\_ No \_\_\_\_  
If no, please explain.

9. Any other comments?

Name \_\_\_\_\_

Telephone